

STATE OF LOUISIANA  
Department of Transportation and Development

REQUEST FOR PROPOSALS  
FOR  
State Project No. 737-99-0789  
Safety Public Information Campaign  
Statewide

**April 28, 2006**

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## **1.0. GENERAL INFORMATION**

### **1.1 Purpose**

This Request for Proposals (RFP) is issued by the Louisiana Department of Transportation and Development (herein referred to as DOTD) to facilitate a statewide safety public information campaign. One Prime-Consultant/Sub-Consultant(s) (Consultant/Team) will be selected for this Contract.

### **1.2 Scope of Services**

#### **Project Description**

- Develop public service announcements, including one television spot and one flat advertisement, for each of the following highway safety issues: following too closely (tailgating); driver inattention; speeding; work zone safety; pedestrian safety; and motor carrier safety.
- Based on DOTD crash report driven research available from the DOTD Project Manager, the Consultant will spend \$500,000 on placement of television and print public service announcements in the highest areas of crash rates.
- Purchase advertising based on the DOTD approved media buy plan available from the DOTD Project Manager.
- Verify media placements by submitting affidavits of performance and payment of vendor invoices.
- Manage all details of payment of media by furnishing to DOTD billing, accounting, and affidavits of performance for all media placed.
- Attend regularly scheduled meetings in Baton Rouge, Louisiana.

#### **Scope of Work**

- Create television and print public service announcements based on DOTD selected highway safety issues.
- Based on DOTD crash report driven research provided by the DOTD Project Manager, develop a media strategy, media buy plan, and airtime schedule. The Consultant should show their media strategy and buy plan in their proposal.
- Attend related media campaign functions as planned by DOTD
- Upon completion of the campaign, compile a summary report on the media aired during each campaign to include; quantity, cost, outreach, donated air time, and other related market information.

### **1.3 Project Manager**

The Project Manager is Ms. Karla Schiro; she may be reached at (225) 379-1928.

## **2.0 ADMINISTRATIVE INFORMATION**

### **2.1 *Expected Time Period for Contract***

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about **August 01, 2006** and to continue through **July 31, 2007**.

### **2.2 *RFP Coordinator***

Requests for copies of the RFP and written questions must be directed to the RFP Coordinator listed below:

Dr. Babak Naghavi, P.E., P.H.  
Consultant Contract Services Administrator  
1201 Capitol Access Road, **Room 405-T**  
Baton Rouge, LA 70802-4438 or  
Post Office Box 94245  
Baton Rouge, Louisiana 70804-9245  
Telephone: (225) 379-1989  
Fax: (225) 379-1859

This RFP is available in electronic form at  
<http://webmail.dotd.state.la.us/AgreStat.nsf/WebView?OpenPageand>  
<http://wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp>, or in printed form by submitting a written request to the RFP Coordinator.

### **2.3 *Consultant Inquiries***

DOTD will consider written consultant inquiries regarding RFP requirements or Scope of Services before the date specified in the Calendar of Events. DOTD reserves the right to modify the RFP should a change be identified that is in the best interest of DOTD.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via fax by 3:00 p.m. CST on the date specified in the Calendar of Events. Any and all questions directed to the RFP Coordinator will be deemed to require an official response. Official responses to each of the questions presented by the consultant will be posted on the DOTD Consultant Contract Services and LaPAC websites as an Addendum to the RFP by the deadline shown in the Calendar of Events.

### **2.4 *Notice of Intent to Submit***

A written Notification of Intent to Submit must be received by the RFP Coordinator by the submission deadline shown in the Calendar of Events.

### **2.5 *Pre-proposal Conference***

A **mandatory** pre-proposal conference will be held at **8:30 a.m. CST, May 09, 2006** in the DOTD Auditorium located in the DOTD Headquarters Building, 1201 Capitol Access Road,

Baton Rouge, LA. Prospective Consultants should participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Consultants will meet with the DOTD Project Managers to develop a common sense of the scope of the project, and to discuss the details of the Interview/Presentation. Any Consultant/team intending to submit a proposal should have at least one duly authorized representative attend the pre-proposal conference.

Although questions will be permitted and answers will be provided during the conference, the only official answer or position of DOTD will be stated in writing in response to written questions. Therefore, Consultants should submit all questions in writing (even if an answer has already been given to an oral question). After the conference, questions will be researched and the official response distributed on the date specified in the Calendar of Events.

## **2.6 *Calendar of Events***

<b><u>Event</u></b>	<b><u>Date</u></b>
Advertise RFP and mail public announcements	April 28, 2006
Deadline for written notification of intent to submit	May 8, 2006
Pre-proposal conference	May 9, 2006
Deadline for receiving Consultant inquiries	May 17, 2006
Issue responses to Consultant inquiries	May 26, 2006
Proposal submission deadline	June 19, 2006
Tier I Interview/Presentation	June 26, 2006
Announce Award of "Successful Consultant"	July 5, 2006
Contract execution	August 01, 2006

NOTE: DOTD reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.

## **3.0 PROPOSAL INFORMATION**

### **3.1 *Proposal Response Location***

Consultants who are interested in providing consulting services under this RFP must submit all proposals containing the information specified in Section 4.0. The fully completed original proposal with original signatures by an authorized representative must be received in hard copy

(printed) version by the RFP Coordinator designated above by the deadline date specified in the Calendar of Events. Fax or e-mail submissions are not acceptable.

### **3.2 *Determination of Responsibility***

Determination of the Consultant's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. DOTD must find that the Consultant:

- ✓ Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- ✓ Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- ✓ Is able to comply with the proposed or required time of delivery or performance schedule;
- ✓ Has a satisfactory record of integrity, judgment, and performance; and
- ✓ Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

### **3.3 *Qualifications of Proposer***

- 1) The Proposer must have notarized, verifiable billings of at least \$1.5 million in media buys for each of the last three (3) years.
- 2) The Proposer must be staffed to perform, at a minimum, the following services, or have specific arrangements with Sub-Consultants to deliver the following services:
  - a. Strategic planning
  - b. Research
  - c. Ability to produce creative pieces as determined by DOTD
  - d. Media buying, to include negotiating for donated air time based on large buys
  - e. Account services and management
  - f. Accounting

The Proposer should ensure that their proposals contain sufficient information for DOTD to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

### **3.4 *Revisions to the RFP***

DOTD reserves the right to change the calendar of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

### **3.5 *Waiver of Administrative Informalities***

DOTD reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

### **3.6 *Proposal Rejection***

Issuance of this RFP in no way constitutes a commitment by DOTD to award a contract. DOTD reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in DOTD's best interest.

### **3.7 *Withdrawal and Re-submission of Proposal***

A Consultant may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the Consultant must be submitted to the RFP Coordinator.

### **3.8 *Subcontracting Information***

DOTD shall have a single Prime-Consultant as the result of any contract negotiation, and that Prime-Consultant shall be responsible for all deliverables referenced in the RFP or proposal. This general requirement notwithstanding, Consultants may enter into Sub-Consultant arrangements, however the Prime-Consultant should acknowledge in their proposal total responsibility for the entire contract.

If the Consultant intends to subcontract for portions of the work, the Consultant should include specific designations of the tasks to be performed by the Sub-Consultant. Information required of the Consultant under the terms of this RFP is also required for each Sub-Consultant. Unless provided for in the contract with DOTD, the Prime-Consultant shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of DOTD.

### **3.9 *Ownership of Proposal***

All materials submitted in response to this request become the property of DOTD. Selection or rejection of a proposal does not affect this right.

### **3.10 *Proprietary Information***

Only information, which is in the nature of legitimate trade secrets or non-published financial data, may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

### **3.11 *Cost of Preparing Proposals***

DOTD is not liable for any costs incurred by prospective Consultants prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Consultant in responding to this RFP are entirely the responsibility of the Consultant, and shall not be reimbursed in any manner by DOTD.

### ***3.12 Errors and Omissions in Proposal***

DOTD will not be liable for any errors in proposals. DOTD reserves the right to make corrections or amendments due to errors identified in proposals by DOTD or the Consultant. DOTD, at its option, has the right to request clarification or additional information from the Consultants.

### ***3.13 Contract Award and Execution***

DOTD reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received. DOTD reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Consultant will become part of any contract initiated by DOTD.

The selected Consultant will be expected to enter into a contract which is basically the same as the sample contract included in Attachment IV. In no event is a Consultant to submit its own standard contract terms and conditions as a response to this RFP. The Consultant should submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. Negotiations may begin with the announcement of the selected Consultant.

If the contract negotiation period exceeds ten working days or if the selected Consultant fails to sign the final contract within ten working days of delivery of it, DOTD may elect to cancel the award and award the contract to the next-highest-ranked Consultant.

### ***3.14 Code of Ethics***

Consultants are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

## **4.0 RESPONSE INSTRUCTIONS**

### ***4.1 Proposal Submission***

One original (**stamped original**) shall be, and four copies of the proposal should be, submitted to DOTD. Any Consultant/Team failing to submit any of the information required in this RFP will be considered non-responsive.

The proposal will be identified with the State Project No. **736-99-0789** and will be submitted **prior to 3:00 p.m. CST on June 19, 2006**, by hand delivery or mail addressed to:

Dr. Babak Naghavi, P.E., P.H.  
Consultant Contract Services Administrator  
1201 Capitol Access Road, **Room 405-T**  
Baton Rouge, LA 70802-4438 or  
Post Office Box 94245



Baton Rouge, Louisiana 70804-9245  
Telephone: (225) 379-1989  
Fax: (225) 379-1859

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted.

It is solely the responsibility of each Consultant to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not received timely, will not be considered.

#### **4.2     *Cover Letter***

A cover letter should be submitted on the Consultant's official business letterhead explaining the intent of the Consultant.

#### **4.3     *Proposal Format***

The Consultant should submit a proposal as specified in Attachment I which shall include adequate information that the Consultant has the appropriate experience and qualifications to perform the scope of services as described herein. The Consultant should submit a work plan reflecting their understanding of the project. The Consultant should respond to all areas requested.

#### **4.4     *Price Proposal***

The Consultant should submit a Price Proposal (Attachment II) to perform the creative production services shown in the Scope of Services.

#### **4.5     *Certification Statement***

The Consultant must sign and submit the Certification Statement shown in Attachment III.

### **5.0     EVALUATION AND SELECTION**

#### **5.1     *Evaluation Team***

The evaluation of proposals will be accomplished by the Project Selection Committee, which will determine the proposal most responsive and advantageous to DOTD.

#### **5.2     *Administrative and Mandatory Screening***

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be in compliance will be rejected from further consideration.

### 5.3 *Evaluation and Review*

Each proposal will be rated for categories one through six, with 0 being the lowest score and the highest possible score shown for each category.

Each Consultant will receive a price score computed as follows:

$$\text{Price Score} = \frac{\text{Lowest Proposed Total Price} \times 20}{\text{Consultant's Proposed Total Price}}$$

<b>CATEGORY</b>	<b>HIGHEST POSSIBLE SCORE</b>
1) Firm experience on similar projects	10
2) Personnel experience as related to the project	10
3) Ability to effectively negotiate media placement	20
4) Consultant's understanding of the project	10
5) Location where the work will be performed	10
6) Price of creative productions	20
7) Consultants interview/presentation	20
<b>Total</b>	<b>100</b>

All Consultants/Teams will be evaluated as indicated for Items 1-6. The firm's ratings in each category will be added to arrive at the total Consultant's score. If Sub-Consultants are used, each Sub-Consultant will also be evaluated as indicated in Items 1-6. The individual team member rating, for their part of the contract proportional to the amount of their work (based on the proposed cost), will then be added to arrive at the TIER I Consultant/Team final rating.

The Consultants/Teams on the TIER I short-list of the five (if five are qualified) highest rated Consultant/Teams will be asked to attend an Interview/Presentation (Item 7) tentatively scheduled for **June 26, 2006** in the DOTD Headquarters 3<sup>rd</sup> floor classroom, after the announcement of the ranked TIER I short-list. During the presentations, each Consultant/Team will be given 40 minutes for the Presentation/Interviews and an additional 20 minutes to answer any questions. The schedule of Presentation/Interviews will be announced at the time of the announcement of the ranked TIER I short-list.

The Consultant's Interviews/Presentations (Item 7) will be used to develop the ranked TIER II short-list based on the rating for the Interview/Presentation. The Project Selection Committee will be responsible for performing the above described evaluation and preparation of the TIER I and TIER II short-lists.

The Project Selection Committee will compile the scores and make a recommendation to the secretary based on highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

#### **5.4     *Announcement of Consultant***

DOTD will notify the successful Consultant and proceed to negotiate terms for final contract. Unsuccessful Consultants will be notified in writing accordingly.

### **6.0     CONSULTANT REQUIREMENTS**

#### **6.1     *Corporation Requirements***

Upon the award of the contract, if the Consultant is a corporation not incorporated under the laws of the State of Louisiana, the Consultant shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract. Upon the award of the contract, if the Consultant is a for-profit corporation whose stock is not publicly traded, the Consultant shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

#### **6.2     *Compensation***

Compensation to the Consultant for the services rendered for this Project shall consist of the proposed lump sum by the Consultant for all services for a period of one year, payable in installments as specified in 6.3, Billing and Payment.

#### **6.3     *Billing and Payment***

Payments to the Consultant for services rendered shall be made monthly based on a certified invoice directly proportional to the percentage of completed work as shown in the monthly progress schedule developed during the initial scoping meeting. The monthly progress schedule shall: a) show in detail the status of the work; b) be subdivided into appropriate Phases with estimated percentages for each Phase, and c) be of a form and with a division of items as approved by DOTD. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31, as appropriate.

The monthly invoice, reflecting the amount and value of work accomplished to the date of such submission less five percent for retainage, shall be submitted directly to the Project Manager. The retainage shall be released following completion of the work for each Phase, or upon written authorization by the DOTD Consultant Contract Services Administrator. The invoice shall also show the total of previous payments-on-account to this Contract, and the amount due and payable as of the date of the current invoice.

Upon receipt of each invoice, DOTD shall pay the amount due within 30 calendar days, according to Louisiana R.S. 251.5.

**NOTE: All travel related expenses will be compensated under direct expenses and will be in accordance with Louisiana Office of State Travel regulations found at:**

**<http://www.state.la.us/osp/travel/travelOffice.htm>**

#### **6.4 Contract Terms & Conditions**

The Consultant will be required to enter into a Contract with DOTD that is basically the same as Attachment IV. Any changes to those terms will be negotiated if state law allows such negotiation.

#### **6.5 Indemnification**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Consultant shall be fully liable for the actions of its agents, employees, partners or Sub-Consultants and shall fully indemnify and hold harmless DOTD and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Consultant, its agents, employees, partners or Sub-Consultants, without limitation; provided, however, that the Consultant shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of DOTD.

Consultant will indemnify, defend and hold DOTD and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against DOTD in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that DOTD shall give the Consultant: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Consultant's sole expense, and (iii) assistance in the defense of any such action at the expense of Consultant. Where a dispute or claim arises relative to a real or anticipated infringement, DOTD or its Authorized Users may require Consultant, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Consultant shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product; ii) Authorized User's use of the Product in combination with other products not furnished by Consultant; iii) Authorized User's use in other than the specified operating conditions and environment. In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Consultant believes that it may be enjoined, Consultant shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for DOTD the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to DOTD up to the dollar amount of the Contract.

For all other claims against the Consultant where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Consultant's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Consultant under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Consultant is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

DOTD and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Consultant, retain such monies from amounts due Consultant, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

#### **6.6 Confidentiality**

All financial, statistical, personal, technical and other data and information relating to DOTD's operation which are designated confidential by DOTD and made available to the consultant in order to carry out this contract, or which become available to the Consultant in carrying out this contract, will be protected by the Consultant from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to DOTD. The identification of all such confidential data and information as well as DOTD's procedural requirements for protection of such data and information from unauthorized use and disclosure will be provided by DOTD in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by DOTD to be adequate for the protection of DOTD's confidential information, such methods and procedures may be used, with the written consent of DOTD, to carry out the intent of this paragraph. The Consultant will not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Consultant's possession, is independently developed by the consultant outside the scope of the contract, or is rightfully obtained from third parties. Under no circumstance is the Consultant to discuss and/or release information to the media concerning this project without prior express written approval of the DOTD.

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## **ATTACHMENT I PROPOSAL FORMAT**

### **1. Executive Summary**

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, Consultant contact name and phone number, and the stipulation that the proposal is valid for a time period of one year from the date of submission. This section should include a summary of the Consultant's qualifications and ability to meet the DOTD's overall requirements. This section should also indicate the location where the work will be performed.

It should include a positive statement of compliance with the contract terms. If the Consultant cannot comply with any of the contract terms, an explanation of each exception must be supplied. The Consultant must address the specific language in Attachment IV and submit whatever exceptions or exact contract modifications that their firm may seek to the sample contract. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

### **2. Corporate Background and Experience**

The purpose of this item is to provide information to evaluate the relevant experience, resources, and qualifications of the Consultant.

In this section the Consultant should provide:

- a. An *organizational chart* displaying overall organizational structure, including sub-consultants.
- b. A *record of prior successful experience* in services similar to that sought through this RFP. Proposals should include the number and a concise description of projects and inclusive dates successfully completed. Proposals shall specify the extent of responsibility of key proposed project staff on these prior projects
- c. A *customer references listing* for related work completed in the last twenty-four (24) months. Each reference shall include the name and telephone number of a contact person.
- d. A *Statement of the Consultant's other business or contractual obligations* and the involvement in any past or current litigation.
- e. A *Statement that the firm is financially solvent* and capable to provide needed services over the one-year project period.

### **3. Proposed Project Staff**

The Consultant should provide detailed information about the experience and qualifications of the Consultant's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address and telephone number) should be provided for the cited projects in the individual resumes.

### **4. Approach and Methodology**

Consultant should provide:

- Consultant's understanding of the nature of the project and how their proposal will best meet the needs of the DOTD.
- Consultant should define their functional approach in providing the services, including Consultant's ability to effectively negotiate media placements.
- Consultant should define their functional approach in identifying the tasks necessary to meet requirements.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, staffing.

### **5. Cost Information**

1. Provide the total cost to provide the creative production (if proposer expects to be reimbursed for travel, and all project expenses, then these costs must be included in the total cost) on the price proposal as provided in Attachment II.
2. For information purposes, provide a detailed breakdown of the costs including but not limited to the total estimated number of hours, by classification, for the Consultant's project staff, the billing rate by classification, and an estimated percentage of the effort that will be completed by a sub-consultant or any other costs associated with the project.
3. If a sub-consultant will be used, clearly identify any sub-consultant arrangements.

### **6. Administrative Information**

Provide a completed Certification Statement as shown in Attachment III

## ATTACHMENT II - PRICE PROPOSAL

I/We propose to furnish all materials, equipment, travel, and incidentals necessary to provide the creative productions as outlined in this RFP for the sum of:

▪ \$ \_\_\_\_\_

**NOTE: All travel related expenses will be compensated under direct expenses and will be in accordance with Louisiana Office of State Travel regulations found at:**

**<http://www.state.la.us/osp/travel/travelOffice.htm>**

Name of Firm: \_\_\_\_\_

Address of Firm: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_



**ATTACHMENT III**  
**CERTIFICATION STATEMENT**

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The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

**OFFICIAL CONTACT.** DOTD requires that the Consultant designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly):

Date: \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Facsimile Number with area code: (\_\_\_\_) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

D. Telephone Number: \_\_\_\_\_

Consultant certifies that the above information is true and grants permission to DOTD or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, Consultant certifies that:

- (1) The information contained in its response to this RFP is accurate;
- (2) Consultant complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- (3) Consultant accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.
- (4) Consultant's quote is valid for at least one year from the date of Consultant's signature below;
- (5) Consultant understands that if selected as the successful Consultant, he/she will have (#) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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SIGNATURE of Consultant's Authorized Representative

DATE

**ATTACHMENT IV**  
**SAMPLE**  
**CONSULTING SERVICES CONTRACT**

**STATE OF LOUISIANA**  
**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**CONTRACT FOR SPECIAL SERVICES**  
**STATE PROJECT NO. 737-99-0789**  
**SAFETY PUBLIC INFORMATION CAMPAIGN**  
**STATEWIDE**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, the State of Louisiana through the Louisiana Department of Transportation & Development, hereinafter sometimes referred to as “DOTD”, and **XXX, Inc., XXXXX Baton Rouge, Louisiana, 70809**, hereinafter sometimes referred to as “Consultant”, do hereby enter into a Contract under the following terms and conditions.

**Scope of Services**

Attachment I details the Scope of Services and the Functional and Technical Requirements of the Consultant.

**Substitution of Key Personnel**

The Consultant’s key personnel assigned to this Contract may not be removed, replaced, or substituted without the written consent of the DOTD. Consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any Consultant personnel become unavailable due to resignation, illness, or other factors outside of the Consultant’s control, excluding assignment to a project outside of the Contract, the Consultant shall be responsible for providing an equally qualified replacement to avoid delays in completing tasks. Any such replacement of key personnel must be approved by DOTD.

**Term of Contract**

This Contract shall begin on **XXX 01, 200X**, and shall end on **XXX 31, 200X**, unless modified by an executed supplemental agreement. Notwithstanding the foregoing, in no event shall this Contract be valid until it has been approved, in writing, by the Director of the Office of Contractual review of the Division of Administration. Such approval authorizes a Contract term for not more than three years.

**DOTD Furnished Resources**

Ms. Karla Schiro will serve as the DOTD Project Manager for this Contract. The DOTD Project Manager shall provide oversight of the activities conducted hereunder. Notwithstanding the Consultant’s responsibilities for the performance of this Contract, the DOTD Project Manager shall be the principal point of contact on behalf of the DOTD and shall be the principal point of contact for Consultant.

## **Taxes**

Consultant is responsible for payment of all applicable taxes from the funds to be received under this Contract. Consultant's federal tax identification number is XX-XXXXXX.

## **Compensation**

Compensation to the Consultant for the services rendered for this Project shall consist of the proposed lump sum by the Consultant for all services for a period of one year, payable in monthly installments as specified in the Payment Terms.

## **Payment Terms**

Payments to the Consultant for services rendered shall be made monthly based on a certified invoice directly proportional to the percentage of completed work as shown in the monthly progress schedule. The monthly progress schedule shall: a) show in detail the status of the work; b) be subdivided into appropriate Phases with estimated percentages for each Phase, and c) be of a form and with a division of items as approved by DOTD. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31, as appropriate.

The monthly invoice, reflecting the amount and value of work accomplished to the date of such submission less five percent for retainage, shall be submitted directly to the Project Manager. The retainage shall be released following completion of the work for each Phase, or upon written authorization by the DOTD Consultant Contract Services Administrator. The invoice shall also show the total of previous payments-on-account to this Contract, and the amount due and payable as of the date of the current invoice.

Upon receipt of each invoice, DOTD shall pay the amount due within 30 calendar days, according to Louisiana R.S. 251.5.

**NOTE: All travel related expenses will be compensated under direct expenses and will be in accordance with Louisiana Office of State Travel regulations found at:**  
<http://www.state.la.us/osp/travel/travelOffice.htm>

## **Termination for Cause**

DOTD may terminate this Contract for cause based upon the failure of Consultant to comply with the terms and/or conditions of the Contract; provided that the DOTD shall give the Consultant written notice specifying the Consultant's failure. If within thirty (30) days after receipt of such notice, the Consultant shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the DOTD may, at its option, place the Consultant in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in the solicitation shall constitute a default and may cause cancellation of the Contract. Where the DOTD has determined the Consultant to be in default, the DOTD reserves the right to obtain any or all products or services covered by the Contract on the open market and to charge the Consultant with cost in excess of the Contract price. Until such assessed charges have been paid, no subsequent proposal from the defaulting Consultant shall be considered.

Consultant may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the DOTD to comply with the terms and conditions of this Contract provided that the Consultant shall give the DOTD written notice specifying the DOTD's failure and a reasonable opportunity for the DOTD to cure the defect.

### **Termination for Convenience**

DOTD may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Consultant of such termination or negotiating with the Consultant an effective date. Consultant shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

### **Termination for Non-Appropriation of Funds**

The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

### **Indemnification & Limitation of Liability**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Consultant shall be fully liable for the actions of its agents, employees, partners or Sub-Consultants and shall fully indemnify and hold harmless the DOTD and its authorized users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Consultant, its agents, employees, partners or Sub-Consultants, without limitation; provided, however, that the Consultant shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the DOTD.

Consultant shall indemnify, defend and hold the DOTD and its authorized users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the DOTD in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the DOTD shall give the Consultant: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Consultant's sole expense, and (iii) assistance in the defense of any such action at the expense of Consultant. Where a dispute or claim arises relative to a real or anticipated infringement, the DOTD or its authorized users may require Consultant, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Consultant shall not be obligated to indemnify that portion of a claim or dispute based upon: i) authorized user's unauthorized modification or alteration of a Product; ii) authorized user's use of the Product in combination with other products not furnished by Consultant; iii) authorized user's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Consultant believes that it may be enjoined, Consultant shall have the right, at its own expense and sole discretion as the authorized user's exclusive remedy to take action in the following order of precedence: (i) to procure for the DOTD the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the DOTD up to the dollar amount of the Contract.

For all other claims against the Consultant where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Consultant's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Consultant under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Consultant is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The DOTD and authorized user may, in addition to other remedies available to them at law or equity and upon notice to the Consultant, retain such monies from amounts due Consultant, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

### **Contract Controversies**

Any claim or controversy arising out of the Contract shall be resolved by the provisions of Louisiana Revised Statute 39:1524-26.

### **Fund Use**

Consultant agrees not to use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

### **Ownership**

All records, reports, documents and other material delivered or transmitted to the Consultant by DOTD shall remain the property of DOTD, and shall be returned by the Consultant to DOTD at

the Consultant's expense, at termination or expiration of this Contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by the Consultant in connection with the performance of the services contracted for herein shall become the property of DOTD, and shall, upon request, be returned by the Consultant to DOTD, at the Consultant's expense, at termination or expiration of this Contract.

### **Assignment**

No Consultant shall assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the DOTD. This provision shall not be construed to prohibit the Consultant from assigning to a bank, trust company, or other financial institution any money due or to become due from approved Contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the DOTD.

### **Right to Audit**

The DOTD Auditor, State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the Contract for a period of five (5) years from the date of the last payment made under this Contract. Records shall be made available during normal working hours for this purpose.

### **Contract Modification**

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

### **Confidentiality of Data**

All financial, statistical, personal, technical and other data and information relating to the DOTD's operation which are designated confidential by the DOTD and made available to the Consultant in order to carry out this Contract, or which become available to the Consultant in carrying out this Contract, shall be protected by the Consultant from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the DOTD. The identification of all such confidential data and information as well as the DOTD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the DOTD in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by the DOTD to be adequate for the protection of the DOTD's confidential information, such methods and procedures may be used, with the written consent of the DOTD, to carry out the intent of this paragraph. The Consultant shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Consultant's possession, is independently developed by the Consultant outside the scope of the Contract, or is rightfully obtained from third parties

## **Sub-Consultants**

The Consultant may, with prior written permission from the DOTD, enter into subcontracts with third parties for the performance of any part of the Consultants duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Consultant to the DOTD for any breach in the performance of the Consultant's duties.

## **Discrimination Clause**

The Consultant agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Consultant agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Consultant, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

## **Insurance**

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Consultant's Insurance: The Consultant shall not commence work under this Contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana state agency, shall be filed with the State of Louisiana for approval. The Consultant shall not allow any Sub-Consultant to commence work on his subcontract until all similar insurance required for the Sub-Consultant has been obtained and approved. If so requested, the Consultant shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Consultant shall maintain during the life of the Contract, Workers' Compensation Insurance for all of the Consultant's employees employed at the site of the project. In case any work is sublet, the Consultant shall require the Sub-Consultant similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Consultant. In case any class of employees engaged in work under the Contract at the site of the project is not protected under the Workers' Compensation Statute, the Consultant shall provide for any such employees, and shall further provide or cause any and all Sub-Consultants to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Consultant shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect him, the DOTD, and any Sub-Consultant during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by himself or by a Sub-Consultant, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the DOTD. Such insurance shall name the DOTD as additional insured for claims arising from or as the result of the operations of the Contactor or his Sub-Consultants. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the DOTD shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Consultant, or by separate policies of insurance in the amounts as defined in any Special Conditions of the Contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Consultant shall maintain during the life of the Contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Sub-Consultant's Insurance: The Consultant shall require that any and all Sub-Consultants, which are not protected under the Consultant's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Consultant.

### **Applicable Law**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

### **Code of Ethics**

The Consultant acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Consultant agrees to immediately notify the DOTD if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

### **Severability**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.



**Complete Contract**

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

**Order of Precedence**

This Contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Proposal.